

Make Up Furlough Days

Bulletin Number: 0001

Issue Date:

PURPOSE

A significant budget shortfall has been identified for 2009. In order to preserve certain services and reduce the necessity for additional reductions in force, most of the county will shut down its facilities on the following ten designated days during the 2009 calendar year requiring mandated leave by all furlough-eligible county employees:

Friday, January 2, 2009
Friday, February 13, 2009
Friday, April 10, 2009
Friday, May 22, 2009
Friday, June 19, 2009
Monday, July 6, 2009
Friday, September 4, 2009
Monday, October 12, 2009
Wednesday, November 25, 2009
Thursday, December 24, 2009

In some cases due to business necessity, not all furlough-eligible employees will take an unpaid day on the designated furlough day listed above. However, employees may be required to make up the furlough day on an alternative day.

EMPLOYEE DESIGNATIONS:

To clarify the different types of employee designations to be utilized throughout 2009, the following definitions will apply:

- **Furlough-Ineligible Positions:** means a position with assigned duties which must, in the judgment of the County Administrative Officer, be performed on the scheduled furlough day(s). Employees occupying such positions are subject to working on the scheduled furlough day(s). Furlough-ineligible positions have been identified as such through a County Administrative Officer review and approval process. The process allows for necessary updates as circumstances require. ***Employees working in a furlough-ineligible position are not required to make up furlough days.***
- **Furlough-Eligible Person/Must Report:** means an employee who occupies a position which has been identified as furlough-eligible and who would normally be furloughed on the designated furlough days, but who is required to work on a designated furlough day because of business necessity. ***Employees who are Furlough-Eligible/Must Report are required to make up furlough days.***

PROCEDURES:

Administration of make up furlough days for employees working in a furlough-eligible position, but who are required to work on a furlough day (*i.e.*, Furlough-Eligible /Must Report) will be as follows:

A. Employees On Call or On Standby Who are Called back to Work

Represented: Many collective bargaining agreements establish payments for represented hourly employees on call or on standby. Pay is usually provided under those agreements when time is spent by the employee off of the working premises in their own pursuits -- but the employee must remain available to be called back to work in short notice. This may also be referred to as an on call or standby premium. ***Represented employees are not required to make up a furlough day if they are on standby and are called back to work on a designated furlough day.***

Non-represented: ***Non-represented employees who are required to be on call should be in paid status for that day and a make up furlough day is required,*** preferably within the same workweek.

Non-represented employees who are hourly and Furlough-Eligible/Must Report are paid for actual hours worked if called in to work on a designated furlough day.

Non-represented employees who are hourly and Furlough-Eligible/Must Report are required to make up that portion of the furlough day they worked on a different day, preferably within the same workweek.

B. Non Scheduled Call Back

Employees in a Furlough-Eligible position may be called back to work on a designated furlough day even though they were not on call or on standby and did not necessarily expect to be called back to work.

Represented: If, due to an unforeseen situation, a represented employee in a furlough-eligible position is called back to work on a designated furlough day, the terms and conditions of the applicable collective bargaining agreements will be followed with respect to pay. The employee will ***not be required to make up the furlough day.***

Non-represented: If, due to an emergency, a non-represented furlough-eligible employee is called back to work on a designated furlough day, the employee is paid for actual hours worked. ***Non-represented employees who are hourly and Furlough-Eligible/Must Report are paid for actual hours worked if called into work on a designated furlough day. Non-represented employees who are hourly and Furlough Eligible/Must Report are required to make up that portion of the furlough day they worked on a different day, preferably within the same workweek.***

C. Adjustable Furlough Days

Agency business operations may require that some level of staff must be on duty on a designated furlough day to attend to certain work functions which cannot be delayed. The agency may utilize Furlough-Eligible/Must Report staff to work on one or more of the ten designated furlough days throughout the year and the employee's furlough day may be subject to adjustment based on operational needs. Employees (represented and non-represented) who are needed to work on one or more designated furlough days remain Furlough-Eligible and, therefore, **are required to make up**

the furlough day, preferably within the same workweek¹. The represented employee must be notified that she or he must work a furlough day in advance as specified by the schedule change provisions of the applicable Collective Bargaining Agreement. The non-represented employee should be given as much prior notice as possible. If such notification is not provided, section B above will apply.

QUESTIONS/COMMENTS:

For more information, please contact Jim Johnson at jim.johnson@kingcounty.gov or Kerry Delaney at kerry.delaney@kingcounty.gov

Such employees must work collaboratively with their managers and supervisors to establish a 2009 schedule of observed unpaid furlough days.

Revisions to the “2009 Furlough Guidance Document”

Bulletin Number: 0008
Issue Date: 2-6-09

PURPOSE

The “2009 Emergency Budget Furlough Guidance Document” which was published December 2008, was revised and republished on January 30, 2009. The revisions incorporate the information provided in January via Furlough Bulletins and provide some additional clarity and direction. Highlights of the revised document include:

- Clarifications were provided regarding the “Required Furlough Reports” to Council, to the Facilities Maintenance Division, and to the King County Executive’s Office and the Office of Management and Budget (pp. 6-7)
- Definitions were added for “Furlough-Eligible Person-Must Report” and “Furlough-Ineligible Positions” (pp. 8, 33)
- Clarifications were provided regarding Furlough applicability to contract workers (pp.10-11)
- Clarifications were provided that FLSA-exempt employees who are otherwise furlough-eligible who submit a “Declaration of Intent to Retire” Form will not be converted to an hourly status during weeks in which a furlough occurs (pp. 11, 17)
- Clarifications were provided that employees who have submitted a “Declaration of Intent to Retire” Form and who have taken vacation on a designated furlough day are not eligible for furlough replacement days in 2010 or 2011 (pp. 18, 22-23; Attachment # 3, pp. 43-44)
- Clarifications were provided that FLSA-exempt employees who, during weeks in which their furlough occurs, are converted to an hourly status may use approved executive leave during that week; during that week, executive may be used in hourly or full day increments (p. 23)
- A new section was added regarding “Approval to Work on Designated Furlough Days for Furlough-Eligible Employees” (p. 27) and a “Furlough-Eligible Employees Approval to Work on Designated Furlough Day or Work Extra Time” Form was provided (Attachment #7, p. 50-51)
- A new section was added regarding “Make Up Furlough Days” which provides guidance on how to administer make up furlough days, including information for on-call or on stand-by situations, adjustable furlough days, etc. (pp. 33-34)
- The “Declaration of Intent to Retire Form” was revised to include information about City Retirement credit (Attachment #2, p.42)

QUESTIONS/COMMENTS:

For more information, contact Michael Frawley, Human Resources Division Deputy Director at 206-296-8590 or Kerry Delaney, Human Resources Division Assistant Operations Manager at 206-296-8505.



King County

Human Resources Management Division

Department of Executive Services

King County Administrative Building
500 Fourth Avenue, Room 450
Seattle, WA 98104

206-296-7340 TTY Relay: 711
www.kingcounty.gov

December 19, 2008

To: [Employee with an Approved Paid Leave on January 2, 2009]

From: [Appointing Authority]

Subject: Rescission of Paid Leave Authorization

The 2009 budget requires many financial adjustments throughout King County. One of those adjustments is the use of unpaid furlough days during 2009. The first of the unpaid furlough days is Friday, January 2, 2009. Unless specifically exempted, employees will not work that day or be authorized to use paid leave or compensatory time.

A review of our attendance records indicates that you have previously received authorization to use paid leave on January 2, 2009. Given the circumstances of the unpaid furlough requirement, please be advised that the approval to use leave on that date is rescinded. You may request an alternative, regularly-scheduled working day as a paid leave day in lieu of January 2, 2009.

If you have any questions in this matter, please contact me.



King County

TELECOMMUTING AGREEMENT

Employee's Name	Classification	Date of This Request
Division	Section	Workgroup
<input type="checkbox"/> Non-Represented/Non-Union <input type="checkbox"/> Represented/Union Local:	<input type="checkbox"/> FLSA Exempt (Salaried) <input type="checkbox"/> Non-Exempt (Hourly)	Effective Date of Telecommuting

Schedule of Telecommuting Days

	Time Start/End		Time Start/End
Monday	____/____	Friday	____/____
Tuesday	____/____	Saturday	____/____
Wednesday	____/____	Sunday	____/____
Thursday	____/____	Variable	____/____

Telecommuting Work Sites

Home Work Site Address: _____

Alternate Remote Work Locations: 1. _____

2. _____ 3. _____

Pursuant to King County Telecommuting Policy, Executive Policy PER 18-4 (AEP) (October 15 2001), this is the telecommuting agreement between the named employee and the named supervisor which provides the method for administering the policy.

King County supports telecommuting as an alternative work arrangement and allows supervisors to implement telecommuting arrangements for eligible employees. This agreement provides the parameters for equipment and/or working conditions for employees who telecommute, including those employees who telecommute utilizing a Virtual Private Network (VPN).

Per the Executive Policy "Telecommuting Policy" PER 18-4 (AEP) (October 15, 2001), "telecommuting" means working one or more days each work week from home or other approved location instead of commuting to their centrally located worksite. "Centrally Located Worksite" means the King County worksite where the employee would be required to work if they did not telecommute.

If any of the provisions of this agreement conflict with the language in the applicable collective bargaining agreement, the provisions of the collective bargaining agreement will prevail.

A request to terminate or extend this Agreement may be proposed by the employee or the supervisor at any time. Generally, it is recommended that 30 days notice be given if possible.

A. DEPENDENT/CHILD CARE

I AGREE:

That I will not provide in-home care for my children or dependents during my telecommuting working hours.

B. EQUIPMENT & SOFTWARE

I AGREE:

1. Not to use any county equipment or software for private purposes, nor allow family members or friends access to the equipment or software. This includes not allowing non-employees to use any personally owned computer or laptop when it is accessing the county network with the connecting software.
2. To disable the VPN or other connection when I am not using it.
3. To promptly return all county-owned software, equipment and documents when requested.
4. To follow all software licensing provisions agreed to by King County. This includes uninstalling any county-provided software when it is no longer required for county business purposes or if I leave county employment.
5. To allow the county to pursue recovery for county property under my care, custody, or control that is deliberately or negligently damaged, destroyed, or lost.
6. Not to hold the county responsible for private property used, lost, damaged or destroyed.
7. Additional telecommuting equipment or service expenses (such as an additional telephone line, ISP connection fees or software), if any, must be approved in advance. Any approved equipment will be paid for or reimbursed and is considered county property.

C. SECURITY

I AGREE:

1. To maintain the confidentiality of county information and documents, prevent unauthorized access to any county system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the county.
2. I will adhere to applicable King County policies relating to remote access and use of VPN connections while using my personally owned computer or laptop for telecommuting purposes.
3. King County has the right to monitor all information generated and actions performed using remote access technology while I am telecommuting.
4. I will ensure that my personally owned computer or laptop has anti-virus software, (either provided by King County or of equivalent quality) installed and configured to properly receive malware signature file updates on a daily basis.
5. I am responsible for all activity originating from my account credentials (username and password).

D. WORKING CONDITIONS APPLICABLE TO ALL EMPLOYEES

I AGREE:

1. To call the office or access my voice-mail to obtain messages daily and/ or on the schedule my supervisor requires while working at home/remote location (or agree to forward my office telephone line to my telecommute location when I telecommute).
2. My supervisor or other authority may call me to work at a centrally located worksite for business reasons.
3. I will not receive compensation nor commute expenses for my normal commute to and from the designated worksite, unless provided for by a provision in a collective bargaining agreement. However, if I am approved to commence my workday while telecommuting at home and, during that workday, am called in to work at a county worksite, I will be compensated for the travel time and reimbursed for any travel expenses, per Executive Policy "Authorized Travel, Meal and Expense Reimbursement for County Employees" PER 17-1-2 (AEP) (June 15, 1999).
4. My duties, obligations, and responsibilities of a telecommuting employee are the same as office-based workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
5. I will take my meal break and rest breaks during my telecommuting work time.
6. I can utilize sick leave on a telecommuting workday but must report the absence in the same manner as office-based employees.
7. While telecommuting, I am expected to be working at the above-listed home/remote locations during my telecommuting work schedule. I understand that personal leave time normally scheduled during a scheduled workday must be arranged in the same manner as office-based employees.
8. I am responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during my telecommuting work time. Workers' Compensation will not apply to non-job-related injuries that occur in the home. I remain responsible for injuries to third parties or members of my family on my premises. I understand that King County will not be responsible for injuries to third parties or family members that occur on my premises.
9. In the event of a job-related incident or accident during telecommuting hours, I need to report the incident to my supervisor as soon as possible and follow established procedures to report and investigate workplace injuries or incidents.
10. I will allow home office inspections conducted by the county if there are reasonable safety and ergonomic workplace concerns or if a job-related incident or accident has occurred.
11. I will not hold in person business meetings with internal or external clients, customers, or colleagues at my residence, unless specifically authorized in advance.
12. I will not conduct any unauthorized external (non-county) work or activities during my telecommuting work schedule.
13. I will participate in county-sponsored telecommuting training.
14. I will participate in the county's evaluation of its telecommuting program.
15. I will abide by all terms of Executive Policy "Telecommuting Policy" PER 18-4 (AEP) (October 15 2001).

E. WORKING CONDITIONS APPLICABLE TO HOURLY EMPLOYEES ONLY

I AGREE:

1. As an overtime-eligible (“hourly”) employee under the FLSA, I understand that telecommuting and accessing work through the connecting software is considered work time. Therefore, I will only use the connecting software when directed to work from my telecommuting location by my supervisor or other designated authority for purposes performing my work functions.
2. I understand that any hours beyond my normal work schedule must be authorized in advance by my supervisor.

F. ADDITIONAL DEPARTMENT-SPECIFIC CONSIDERATIONS

I AGREE:

To abide by any additional considerations that meet my work unit’s business needs as identified below and which I have discussed with my supervisor.

G. AGREEMENT

By signing below, I certify that I have read, understand and agree with the terms outlined in King County’s telecommuting policy and this telecommuting agreement. I also agree to comply with other applicable King County direction and policies including guidelines for computer use, data confidentiality and security.

Employee's Signature: _____ DATE: _____

Division and Department Approvals			
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<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Immediate Supervisor - Name	Immediate Supervisor – Signature	Date
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If denied, must state reason:

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	HR SDM/Designee – Name	HR SDM/Designee – Signature	Date
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If denied, must state reason:

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Division Director/Designee – Name	Division Director/Designee – Signature	Date
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If denied, must state reason:

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Dept Director/Designee – Name	Dept Director/Designee – Signature	Date
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If denied, must state reason:

Per Executive Policy “Telecommuting Policy” PER 18-4 (AEP) (October 15 2001), policy, after an employee begins a telecommuting arrangement, supervisors should conduct periodic reviews with the employee to evaluate the success of the arrangement. A first time telecommuter should be reviewed during the first 45 days, at the end of 3 months, at the end of 6 months and after 1 year.

Effective Date of Agreement	Date Initial Agreement Expires	Approved telecommuting schedule
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Date of First Renewal	Date First Renewal Expires	Modifications to initial agreement
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Date of Second Renewal	Date Second Renewal Expires	Modifications to first renewal
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Date of Third Renewal	Date Third Renewal Expires	Modifications to second renewal
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cc: [employee]
 [employee's] personnel file



King County

Furlough-Eligible Employees Approval to Work on Designated Furlough Day or Work Extra Time

Instructions

- All furlough-eligible employees that **work on a designated furlough** day must be authorized, preferably in advance, through completion and approval of this form. Prior approval is required in all cases except those that are unforeseen.
- All furlough-eligible employees that **work overtime or additional time during a week in which a furlough day occurs** must be authorized, preferably in advance, through completion and approval of this form. Prior approval is required in all cases except those that are unforeseen.
- One authorization form must be completed for each furlough-eligible employee who works on a designated furlough day or who works overtime or additional time during a week in which a furlough day occurs.
- This approval form must be signed by the supervisor, division director, department director or designee and sent to HRD for reporting.
- Furlough information may be found within the "2009 Emergency Budget Furlough Guidance Document," Furlough Bulletins, and the "2009 Furlough Frequently Asked Questions and Answers" (FAQ) document located Public Folders/Human Resources/Policies & Guidelines/Furlough or at <http://www.kingcounty.gov/employees>

To be Completed by the Supervisor/Division Director (or designee)

After reading the instructions section above, complete all requested information then submit this form to your Department Director for approval.

Employee Name _____ Employee ID _____

Furlough workweek schedule _____ Union _____

Job title _____ Work location _____

Type of work requested during the furlough week and Payroll Reason Code:

☐ Scheduled Employee on Call (CLB): Date(s): _____

Hours requested: _____ Actual Hours used: _____

☐ Overtime/Extra Time (OT) Date(s): _____

Hours requested: _____ Actual Hours used: _____

☐ Emergency Call Back to Work (EMG) Date(s): _____

Hours requested: _____ Actual Hours used: _____

Reason furlough-eligible employee needs to work on designated furlough day or to work additional hours associated with the week in which the furlough day occurs:

Budget mitigation plan to make up furlough day, achieve 3.85% budget salary savings (e.g, furlough make up date):

Signatures

**Supervisor
signature**

Date

Printed
name

Work
Phone

Department

Division

**Division
Director**

Date

**Department Director (or
designee)**

Date

☐ Forward completed forms to Jim Johnson, Labor Negotiator III, Labor Relations at Mailstop ADM-ES-0450 by Jan. 16.

Copy to:) ☐ County Administrative Officer ☐ Employee Personnel File (original) ☐ Timekeeper